
UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF TEXAS

UNITED STATES OF AMERICA, *ex rel.* §
MELESSA PONZIO and SHARON CLUBB, §

Plaintiffs, §
§
§

versus §
§
§

RABINTEX INDUSTRIES LTD., TENCATE §
ADVANCED ARMOR USA INC., d/b/a §
COMPOSIX, RABINTEX USA LLC, §
RABINTEX USA INC., OHIO ARMOR, §
LLC, ARMORSOURCE LLC, LAWRENCE §
J. DICKSON, DONALD L. BLAKE, YOAV §
KAPAH, SHACHAR BERNHARD, PAUL §
A. GARCIA, HUMBURTO DELEON, §
PAUL HOWELL, TROY MILLER, MARK §
TURNER, BRAD BEUS, RICK CARTER, §
HECTOR GONZALEZ, GARY VANN, §
ARMANDO POLOMO, REGGIE WRIGHT, §
RICHARD POWELL, TONEY BEVERLY, §
JEFFREY COTTON, and JOHN DOES #1-5, §
§
§

CIVIL ACTION NO. 1:10-CV-588

Defendants. §
§

ORDER OF DISMISSAL

In accordance with the parties' Stipulation of Dismissal (#35), filed April 5, 2016, and the terms and conditions of the parties' Settlement Agreement, effective March 7, 2016, this action is dismissed as follows:

- (1) The claims of the United States and Relators against ArmorSource for the Covered Conduct, as the term is defined in the Settlement Agreement, are dismissed with prejudice;

- (2) Realtors' claims against ArmorSource for conduct other than the Covered Conduct are dismissed with prejudice, including Relators' claim for reasonable attorney's fees and costs under 31 U.S.C. § 3720(d);
- (3) The United States' claims against ArmorSource for conduct other than the Covered Conduct are dismissed without prejudice;
- (4) Relators' claims against defendants other than ArmorSource are dismissed with prejudice; and
- (5) Any claims by the United States against defendants other than ArmorSource are dismissed without prejudice.

Each party shall bear its own costs of court and attorney's fees.

THIS IS A FINAL JUDGMENT.

SIGNED at Beaumont, Texas, this 6th day of April, 2016.



MARCIA A. CRONE
UNITED STATES DISTRICT JUDGE